

ATTACHMENT A

Schedule K-1, IRS Form 1065
for Richard Ramirez as a partner
in Astroline Communications Company Limited Partnership
for the years 1985 and 1987

SCHEDULE K-1
Form 1065

Department of the Treasury
Internal Revenue Service

Partner's Share of Income, Credits, Deductions, etc.

For calendar year 1985 or fiscal year

beginning 1985, and ending 19

DUE No. 1545-0095

1985

Partner's identifying number **108-48-3484**

Partner's name, address, and ZIP code

RICHARD P. RAMIREZ

**C/O ASTROLINE COMMUNICATIONS CO.
LIMITED PARTNERSHIP
18 GARDEN ST HARTFORD, CT 06105**

Partnership's identifying number **04-2835780**

Partnership's name, address, and ZIP code

**ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP
18 GARDEN STREET**

HARTFORD, CT 06105

(a) Before decrease or termination (b) End of year

A Is partner a general partner (see page 3 of Instructions for Form 1065)? ☒ Yes ☐ No

B Partner's share of liabilities (see page 10 of Instructions for Form 1065):
Nonrecourse **0**
Other **\$ 9417352**

C What type of entity is this partner? **INDIVIDUAL**

D Enter partner's percentage of:
Profit sharing **21.0000 % 0.7500 %**
Loss sharing **21.0000 % 0.7500 %**
Ownership of capital **21.0000 % 0.7500 %**

E IRS Center where partnership filed return **ANDOVER, MA**
F Tax Shelter Registration Number

Reconciliation of partner's capital account			(a) Income not included in column (c), plus nonexempt income	(b) Losses not included in column (c), plus unallowable deductions	(c) Withdrawals and distributions	(d) Capital account at end of year
(a) Capital account beginning of year	(b) Capital contributed during year	(c) Ordinary income (loss) from line 1 below				
45153		-37061		200		-82414

(a) Distributive share item		(b) Amount	(c) 1040 filers enter the amount in column (b) on:
		-3706	Sch. E, Part II, col. (a) or (f)
Income (loss)	1 Ordinary income (loss)		Sch. E, Part II, column (f)
	2 Guaranteed payments		Sch. B, Part II, line 4
	3 Dividends qualifying for exclusion		Sch. D, line 4, col. (f) or (g)
	4 Net short-term capital gain (loss)		Sch. D, line 12, col. (f) or (g)
	5 Net long-term capital gain (loss)		Form 4797, line 1
	6 Net gain (loss) under section 1231 (other than due to casualty or theft)		(Enter on applicable lines of your return)
Deductions	7 Other (attach schedule)		
	8 Charitable contributions		See Form 1040 instructions
	9 Expense deduction for recovery property (section 179)		(See Partner's Instructions for Schedule K-1 (Form 1065))
Credits	10 Other (attach schedule)		(Enter on applicable lines of your return)
	11 Credit for income tax withheld		See Form 1040 instructions, line 57 for Backup withholding
	12 Other (attach schedule)		(Enter on applicable lines of your return)
Self-employment	13 a Net earnings (loss) from self-employment		Sch. SE, Part I
	b Gross farming or fishing income		(See Partner's Instructions for Schedule K-1 (Form 1065))
	c Gross nonfarm income		
Tax Preference Items	14 a Accelerated depreciation on nonrecovery real property or 15-year or 18-year real property		Form 6251, line 4c
	b Accelerated depreciation on leased personal property or leased recovery property other than 15-year or 18-year real property		Form 6251, line 4d
	c Depletion (other than oil and gas)		Form 6251, line 4i
	d (1) Gross income from oil, gas, and geothermal properties		See Form 6251 instructions
	(2) Deductions allocable to oil, gas, and geothermal properties		See Form 6251 instructions
	e (1) Qualified investment income included in Schedule K-1, line 1		(See Partner's Instructions for Schedule K-1 (Form 1065))
	(2) Qualified investment expenses included in Schedule K-1, line 1		
	f Other (attach schedule)		

For Paperwork Reduction Act Notice, see Form 1065 Instructions.

Schedule K-1 (Form 1065) 1985

I certify that this is a true copy.

Attest:

Maria Colbach
Assistant Clerk

RC 0000



C18 002564

Partner's Share of Income, Credits, Deductions, etc.

For calendar year 1987 or fiscal year

beginning

1987, and ending

OMB No. 1545-0046

1987

U.S. Department of the Treasury
Internal Revenue Service

Partner's identifying number ▶ 108-48-3484

Partner's name, address, and ZIP code

RICHARD P. RAMIREZ

C/O ASTROLINE COMMUNICATIONS CO.

LIMITED PARTNERSHIP

18 GARDEN STREET HARTFORD, CT 06105

• enno.<1pt Identifying number ▶ 04-2835780

Partnership's name, address, and Zip code

ASTROLINE COMMUNICATIONS COMPANY

LIMITED PARTNERSHIP

18 GARDEN STREET

HARTFORD, CT 06105

(1) Is this partner a general partner? ☒ Yes ☐ No

If "yes" to Question A(1):

(2) Did this partner materially participate in the trade ☐ business activity(ies) ☒ the partnership? (See page 12 of the Form 1065 Instructions. Leave blank if no trade or business activity(ies).) ☒ Yes ☐ No

(3) Did this partner actively participate in the rental ☐ activity(ies) of ☒ partnership? (See page 13 of the Form 1065 Instructions. Leave blank if no rental real estate activity(ies).) ☐ Yes ☐ No

Partner's share of liabilities

Nonrecourse

Other

What type of entity is this partner? ▶ INDIVIDUAL

(4) Enter partner's percentage of:
Profit sharing % 0.7178
Loss sharing % 0.7178
Ownership of capital % 0.7178

(5) IRS Center where partnership filed return ▶ ANDOVER, MA

(6) Tax Shelter Registration Number ▶

(7) Did the partner's ownership interest in the partnership increase after Oct. 22, 1986? ☐ Yes ☐ No

If yes, attach statement (See page 13 of the Form 1065 Instructions.)

(8) Did the partnership start or acquire a new activity after Oct. 22, 1986? ☐ Yes ☐ No

If yes, attach statement (See page 14 of the Form 1065 Instructions.)

(9) Check here ☐ if this Schedule K-1 is for a short tax year

required by section 706(b).

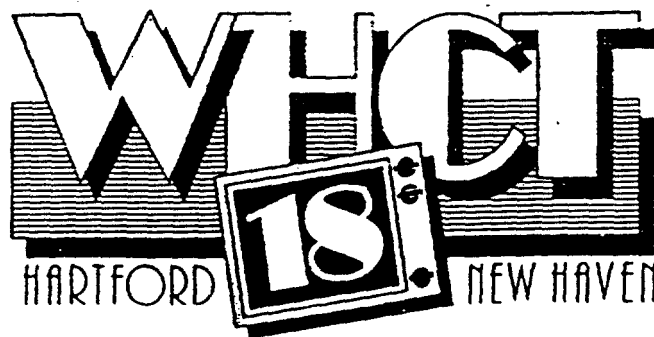
Reconciliation of partner's capital account				(a) Income not included in column (c), plus nontaxable income	(b) Losses not included in column (c), plus unallowable deductions	(c) Withdrawals and distributions	(d) Capital account at end of year
(1) Capital account at beginning of year	(2) Capital distributed during year	(3) Income (loss) from lines 1, 2, 3, & 4 below					
-142,804		-53,311		17,710			-213,82

Caution: Refer to attached Partner's Instructions for Schedule K-1 (Form 1065) before entering information from this schedule on your tax return.

	(a) Distributive share item	(b) Amount	(c) 1040 filers enter the amount in column (b) on
Income - (Loss)	1 Ordinary income (loss) from trade or business activity(ies)	-53,311	(See Partner's Instructions for Schedule K-1 (Form 1065)) Sch. 8, line 1, line 2 Sch. 8, Part II, line 4 Sch. E, Part I, line 5 Sch. D, line 5, col. (f) or (g) Sch. D, line 12, col. (f) or (g) (Enter on applicable lines of your return)
	2 Income or loss from rental real estate activity(ies)		
	3 Income or loss from other rental activity(ies)		
	4 Portfolio income (loss):		
	• Interest		
	• Dividends		
	• Royalties		
Deductions	5 Guaranteed payments		(See Partner's Instructions for Schedule K-1 (Form 1065)) (Enter on applicable lines of your return)
	6 Net gain (loss) under section 1231 (other than due to casualty or theft)		
	7 Other (attach schedule)		
	8 Charitable contributions		
	9 Expense deduction for recovery property (section 179)		
	10 Deductions related to portfolio income		
	11 Other (attach schedule)		
Credits	12a Credit for income tax withheld		See Form 1040 Instructions Form 8586, line 8 (See Partner's Instructions for Schedule K-1 (Form 1065))
	b Low-income housing credit		
	c Qualified rehabilitation expenditures related to rental real estate activity(ies) (attach schedule)		
	d Credit(s) related to rental real estate activity(ies) other than 12b and 12c (attach schedule)		
	e Credit(s) related to rental activity(ies) other than 12b, 12c, and 12d (attach schedule)		
	13 Other credits (attach schedule)		

ATTACHMENT B

Letter, dated May 29, 1986 from
Richard Ramirez to Fred Boling, Jr.
and accompanying memorandum dated May 28, 1986
concerning accounts payable system



May 29, 1986

Mr. Fred Boling, Jr.
Astroline
231 John Street
Reading, MA 01867

RE: Payables

Dear Fred,

Attached is a memorandum from Al Rozanski detailing the revised approach to payables. To summarize: We will hold and age payables here and only send up transmittals requiring quick action. We will separate all salary and personal reimbursements as well to **ensure that** no employee is **unduly** delayed a reimbursement.

Thank you for your help in working **this out**.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard P. Ramirez".

Richard P. Ramirez
General Manager

RPR/pzl

cc: Herb **Sostek**

Enclosure



INTEROFFICE MEMO

To: Richard
from: Al
Date: May 29, 1986
Subject: A/P PROCEDURES

The following is an outline of our **new** Accounts Payable procedure describing invoice processing. As invoices are received by the Business Department, they will be verified as usual and then sent on to **the** respective department heads for approval. Upon return to the **Business Department**, they will be coded and approved by myself. Invoices will then **be** forwarded to you for final approval. **ALL** invoices will be computer **inputted** with **the** appropriate net days due information. This process will enable us to generate a net due listing to appropriately age our payables. The invoices will then be sorted as follows:

1. **ALL** T & E, freelance compensation, employee reimbursements and any other priority payments will be pulled, "**transmittalized**" and sent directly to Reading for immediate processing.
2. **ALL** other invoices will be held in our open items file alphabetically until payment is needed.

As invoices become due, they will continue to be "**transmittalized**" as before by invoice **type**. **ALL** film will appear separately, as will personal reimbursements and priority process items.

The forementioned procedures will enable us to **not** only age our payables more effectively, **but** also expedite month-end closes. We are striving to issue monthly **financials** during **the** week immediately following a month-end.

AR/snh

cc: Michael

ATTACHMENT C

Sample "Transmittals" sent to
Fred Boling, Jr. from Station WHCT-TV



TELEOFFICE MEMO

to: Fred Bolling, Jr.
 from: Richard P. Ramirez
 date: 6/29/88
 subject: EXPENSE ITEMS

returned
 4/30*7/1
 to
 Hartford

There are a number of critical expense items which must be attended to. All items I will detail are beyond critical stages and require action by the morning of July 5th, that is, payments must be in the vendors' hands by July 5th in order to stay action. Note that I was able to delay the Whalers check (\$110,000) until June 30th. Therefore:

✓ X-mittal # 413 total: \$73,999.69 (includes
 Insurance: \$6,496.60
 Telephone: \$4,666.63
 ITS Sales: \$14,804
 Sports Productions: \$27,439.00
 CT Light de Power: \$18,821.78
 plus miscellaneous engineering supplies.
☐ ☐ ☐ ☐ telephone ☐ ☐ ☐ & utilities are under 2nd
 notice of suspension.)

✓ X-mittal # 412 total: \$9,688.57 (staples: Purolator, A T & T, sports production, engineering supplies.)

✓ X-mittal # 411 total: \$17,819.94 (Columbine, Insurance, building maintenance, office supplier, one syndicator)

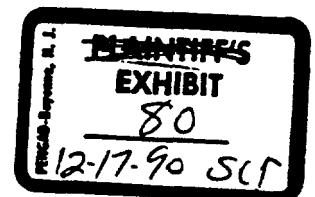
✓ X-mittal # 410 total: \$6,984.85 Remains: (NET: \$5,300.94)

✓ X-mittal # 407 total: \$133,251.59 (Programming - must have:

Turner	\$ 2,000.00
MCA all 4/1/88 (5 items)	\$59,719.86
Paramount:	\$28,902.00
Republic - all:	\$1,226.00

✓ X-mittal 407A

Pox - all:	\$ 6,550
Viacom - all:	\$1,115.00
Warner - all:	\$12,909.73
Columbia - all:	\$20,069.00



These items total \$175,144.64. As of today, payroll and checks from Astroline total \$484,695.59, however, \$110,000 is to be posted to July therefore:

	\$484,695.59
-	<u>110,000.00 (Whalers)</u>
	\$374,695.59
	<u>199,670.02 (Collections as of 6/28)</u>
	\$175,025.57 (Net from Astroline)

These requests will obviously be posted to July.

Rich



RPR/tcb

ATTACHMENT D

Authority for Deposit and Borrowing
completed on behalf of
Astroline Communications Company Limited Partnership
and executed by Fred J. Boling, Jr. as General Partner

ACTIONS:

- (1) The name of the secretary or clerk of the Corporation.
- (2) The registered name of the Corporation.
- (3) The State in which the Company is incorporated.
- (4) The date of the Board of Directors meeting.
- (5) The number of signers required on each check.
- (6) The titles of the individuals authorized to sign on the checking account.
- (7) The number of signers required to sign notes when borrowing.
- (8) The titles of individuals authorized to borrow.
- (9) A certification of all the officers and authorized signers by name and title.
- (10) Current date.
- (11) The signature of the clerk or secretary.

AUTHORITY FOR DEPOSIT AND BORROWING

I, ⁽¹⁾ Fred J. Boling, Jr. A General Partner
Astroline Communications Company Secretary/Clerk of
Limited Partnership
by unanimous written

organized under the laws of the State of ⁽³⁾ Massachusetts do hereby certify that at ~~XXXXXX~~
consent Of the General Partners of said Limited Partnership dated this
~~UNRECORDED BY THE MASSACHUSETTS SECRETARY OF STATE~~
~~at which XXXXX were present and acting as follows:~~ (4) day of 1985,
the following resolutions were unanimously adopted. are in conformity with the Charter and By-Laws of this corporation and are in full force and effect:

RESOLVED: That State Street Bank and Trust Company, Boston, Massachusetts, (hereinafter called the Bank), its successors or assigns, be and hereby is designated a depository of this corporation, and is authorized and directed to pay and to charge to the account of this corporation with the amount and without inquiry as to circumstance of issue or disposition of the proceeds, even if drawn or endorsed to any signing or endorsing officer or other officer of this corporation or tendered in payment of the individual obligation of any such officer or for his credit or for deposit to his personal account, any and all checks, drafts, notes, bills of exchange, acceptances, or other order, for the payment of money upon the Bank, its successors or assigns, or payable at the office thereof and signed on behalf of this corporation by any ^(number) one of its following officers or authorized signers, to wit:

⁽⁶⁾ Insert Title Only
Herbert A. Sostek Joel A. Gibbs
Fred J. Boling, Jr. Richard H. Gibbs

RESOLVED: That any ⁽⁷⁾ one (number) of the following officers of this corporation, to wit:

⁽⁸⁾ Insert Title Only
Herbert A. Sostek Joel A. Gibbs
Fred J. Baling, Jr. Richard H. Gibbs

be and hereby are authorized from time to time to borrow from, or make arrangements for other extensions of credit by State Street Bank and Trust Company, Boston, Massachusetts, (hereinafter called the Bank), its successors or assigns, upon the credit of this corporation such sums of money as he or they may deem expedient for the purposes of this corporation.

That said officers be further authorized:

To discount any bills or notes receivable or other paper held by this corporation and to endorse the same in the name of this corporation, limited partnership

As security for any loan, credit or other accommodation to be made by said Bank any or all of the property of this corporation, limited partnership

To withdraw, mortgage, or otherwise to pledge the property of this corporation as security for money so borrowed, to be paid to the Bank or its assigns.

To authorize the Bank, its successors or assigns, to accept, deposit, and to dispose of stocks, bonds, commodities, foreign exchange or any other securities or property whatsoever.

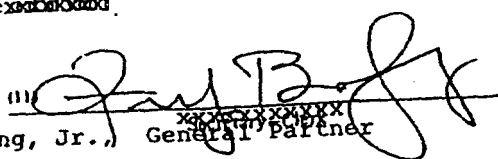
And in connection with any of the foregoing, to make, execute, and deliver in the name of this corporation, limited partnership any and all checks, drafts, notes, bills of exchange, letters of credit, acceptances, assignments, transfers, endorsements, guarantees, agreements, trust receipts, instructions, obligations, or documents whatsoever in form satisfactory to State Street Bank and Trust Company its successors or assigns.

RESOLVED: That the General Partner, limited partnership of this corporation be and hereby is authorized to certify to State Street Bank and Trust Company, its successors or assigns, that these resolutions have been duly adopted and that they are in conformity with the Charter and By-Laws of this corporation and that they remain in full force and effect until notice in writing of revocation or modification signed by the General Partner of this corporation be delivered to said Bank.

I further certify that the present officers of this corporation are as follows:

NAME	TITLE
Herbert A. Sostek	General partner
Fred J. Boling, Jr.	General Partner
Joel A. Gibbs	General Partner
Richard H. Gibbs	General Partner

IN WITNESS WHEREOF, I hereunto set my hand and the seal of this corporation, at this day of (10) 19


Fred J. Boling, Jr., General Partner

ATTACHMENT E

Astroline Communications Company Limited Partnership Agreement
May 29, 1984

Excerpt (first page and Section 4.2)

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

This LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE, made as of May 29, 1984, by and among RICHARD P. RAMIREZ and WHCT MANAGEMENT, INC., a Massachusetts corporation, as General Partners and ASTROLINE COMPANY, a Massachusetts Limited Partnership, as Limited Partner,

WITNESSETH THAT:

WHEREAS, the parties desire to organize and operate a limited partnership business under the laws of the Commonwealth of Massachusetts, upon the terms and conditions recited herein;

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall have the meanings specified below:

"Affiliated Person" means any (i) General Partner, (ii) Limited Partner, (iii) the spouse or any lineal descendant of any original Partner, (iv) legal representative of any Person referred to in the preceding clauses (i) through (iii), (v) trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) through (iii), (vi) corporation or other Entity of which a majority of the voting interest is owned by any one or more of the Persons referred to in the preceding clauses (i) through (v), or (vii) officer, director, employee or stockholder of a corporation referred to in the preceding clause (vi).

(iv) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a limited partnership under the laws of the State.

(v) To act on behalf of the Partnership in the Partnership's capacity as a general partner of any general or limited partnership.

(vi) To sell, convey and assign any or all of the assets of the Partnership and to take all other appropriate actions in connection with the liquidation of the Partnership,

B. The powers granted to the General Partners under this Agreement shall be exercised by approval of a majority in interest of all the General Partners hereunder based upon the Percentage Interests of the General Partners in their capacities as General Partners as shown in the Schedule. Any General Partner may from time to time, by an instrument in writing, delegate any or all of his powers or duties as a General Partner to another General Partner hereunder.

C. In the event there are more than two General Partners, prior to taking any action with respect to the sale, transfer, assignment, mortgage, pledge or encumbrance of any significant asset of the Partnership, the General Partner or Partners shall notify each General Partner of the proposed action and shall provide such General Partner a reasonable opportunity to consider the proposed action and to confer with the other General Partners regarding the proposed action.

Section 4.2 Consent of Limited Partners

Notwithstanding the foregoing, the General Partners shall not sell, mortgage or pledge all or substantially all of the

assets of the Partnership without the prior written consent of persons holding a majority of the interests in the Partnership held by the Limited Partners.

Section 4.3 Execution of Documents

Every document executed by any one General Partner shall be conclusive evidence in favor of every person (other than Partners) relying thereon or claiming thereunder that at the time of the delivery thereof (a) this Partnership was in existence, (b) this Agreement had not been annulled or canceled or amended in any manner so as to restrict such authority (except as shown in the Certificate) and (c) the execution and delivery of such instruments were duly authorized by the General Partners. Any Person dealing with the Partnership or the General Partners may always rely on a certificate signed by any one General Partner:

(i) as to who are the General Partners or Limited Partners hereunder;

(ii) as to the existence or nonexistence of any fact or facts which constitute condition precedent to acts by the General Partners or in any other manner germane to the affairs of this Partnership;

(iii) as to the authenticity of any copy of this Agreement and amendments thereto; or

(iv) as to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

Section 4.4 Activities of Partners

Any Partner may engage in and have an interest in other business ventures of every nature and description, independently or with others. No General Partner shall be obligated to offer

ATTACHMENT F

Memorandum from Baker & Hostetler
to Astroline Communications Company Limited Partnership
dated November 10, 1988

BAKER & HOSTETLER

COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100

1080 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20036

(800) 841-1800

TELECOPIER: (800) 444-8387

TELECOPIER: (800) 444-8318

TELEX (860) 836-7876

IN DENVER, COLORADO
303 EAST 17TH AVE., SUITE 1100
DENVER, COLORADO 80202
(303) 841-0400

IN ORLANDO, FLORIDA
800 SOUTH ORANGE AVE., SUITE 2300
ORLANDO, FLORIDA 32801
(407) 841-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22314
(703) 840-1104

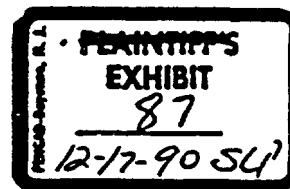
November 10, 1988

MEMORANDUM

TO: Astroline Communications Company
Limited Partnership

FROM: Baker & Hostetler

RE: Restructuring Considerations



Astroline c-cations Company Limited Partnership, licensee of Station WHCT-TV, Hartford, Connecticut, will be filing an application for renewal of its license on December 1, 1988. Competing applications will be accepted by the Commission up until March 1, 1989. Ordinarily, licensees are entitled to a very high expectation that their licenses will be renewed (a "renewal expectancy"). This renewal expectancy is awarded as long as the licensee in question establishes that it has satisfied its obligation to serve the public interest as a trustee of the public airwaves. As you are aware, however, last year the United States Court of Appeals stated:

If the FCC should initiate a comparative renewal proceeding concerning this license prior to resolution of the matters in MM Docket No. 86-484, in light of the representation made to this Court at the time appellant sought a stay of the FCC's order, the FCC shall conduct such proceedings without according intervenor Astroline Communications Company Limited Partnership any competitive advantage that would ordinarily accompany incumbency.

What up? by when?

HOSTETLER

Astroline Communications Company
Limited Partnership
November 10, 1988
Page 2

Accordingly, we think it is essential that any restructuring of Astroline which is to occur must take into account the very real possibility that Astroline will not be entitled to a renewal expectancy.

Without a renewal expectancy, in a hearing proceeding, the FCC will resolve the case based upon the standard comparative issue, and will thereby base its decision predominantly on two factors: (1) the extent to which each applicant's voting principals are integrated in managerial roles at the station ("integration"), and (2) the extent to which each applicant's voting principals have an interest in other broadcast media ("diversification"). The desired goal is to receive 100% quantitative integration credit and preference, with no diversification demerit. "Enhancement" of an applicant's quantitative integration credit is awarded for integrated voting owners' female gender, minority group status, past broadcast experience, local or area residency, etc. ("qualitative enhancements").

The extent to which non-voting, passive individuals may be owners of the applicant ordinarily does not affect the determination of the percentage of quantitative integration credit the applicant should receive. It does affect the analysis, however, in cases where it has been demonstrated that the non-voting participants (e.g., limited partners or non-voting stockholders) are not "passive," and are actually in a position to control or materially influence the licensee on matters pertaining to the day-to-day affairs of the station. In the case of a limited partnership, in order to properly prevent limited partners from being able to control or influence the general partners, the FCC now requires that limited partnership agreements contain provisions (1) specifying that an exempt limited partner (or its "constituent parts") cannot become "materially involved" in the management or operations of the media business of the partnership, and cannot act as an employee of the limited partnership if his or her functions relate, directly or indirectly, to the media enterprises of the company; (2) barring an exempt limited partner from serving, in any material capacity, as an independent contractor or agent with respect to the partnership's media enterprises; (3) restricting the limited partners from communicating with the licensee or general partner on matters pertaining to the day-to-day operations of its business; (4) empowering the general partner to veto the admission of new general partners; (5) barring the limited partner from voting on the removal of a general partner except in cases where the general partner is subject to bankruptcy proceedings, is adjudicated incompetent, or is found by an independent party to have engaged in malfeasance, criminal conduct or wanton or willful neglect; and

& HOSTETLER

**Astroline Communications Company
Limited Partnership
November 10, 1988
Page 3**

(6) barring a limited partner from performing any other act to the partnership materially relating to its media activities. Failure to include these provisions results in an award of less than 100% integration credit.

In a structure such as was initially proposed for Astroline, Astroline would be unable to include the required provisions. In the event individuals were named as limited partners, they would have to be barred from becoming materially involved in Astroline's affairs, yet because, as proposed, they would be involved as principals of one of the three general partners, they would be obligated to be "materially involved," and therefore would be placed in the position of being in immediate violation of the limited partnership agreement. Similarly, if limited partners are also principals of one of the general partners, it would be impossible for those individuals to abide by the provision barring limited partners from communicating with general partners. Based upon Commission precedent, Astroline may very likely have been entitled only to quantitative integration credit commensurate with its general partners' equity ownership -- namely, only 30 percent.

A Commission Review Board case released last week provides a good illustration of the result Astroline may face. In Stanley Group Broadcasting, FCC 88R-56 (Rev. Rd. 1988), an applicant (Aztec Broadcasting Corp.) was composed of three voting stockholders (51%, 47% and 2%), and its 51% and 47% voting stockholders stated their intentions to work at the station full-time in managerial roles. Aztec therefore claimed entitlement to 98% quantitative integration credit. The Review Board rejected that proposition. The 2% stockholder was also a 40.4% non-voting stockholder, and was an officer and director of the organization, and was obviously more than merely a "passive" investor. As an officer and director, that individual had a power similar to that of a general partner to bind the organization. The Review Board refused to ignore the equity interest of the non-voting stockholder, and reduced Aztec's integration credit to at least

All of the foregoing is to stress the importance of maintaining a strict separation between limited partners and general partners. General partners should be in complete control of the organization, and limited partners must be passive, non-voting equity holders. No partners should hold dual roles as limited and general partners. If you do so, you will run the risk that a competing applicant will prevail over Astroline for the right to operate on Channel 18 in the future.

If you have any questions regarding this matter, please feel free to contact either Dan Alpert or Linda Bocchi.

CERTIFICATE OF SERVICE

I hereby certify that, on this 5th day of August, 1997, I caused copies of the foregoing "Opposition of Shurberg Broadcasting of Hartford to "Petition for Emergency Relief and Stay of Proceedings" to be placed in the U.S. Postal Service, first class postage prepaid, or hand delivered (as indicated below), addressed to the following:

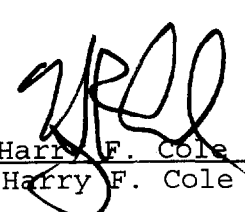
The Honorable John M. Frysiak
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W. - Room 223
Washington, D.C. 20554
(BY HAND)

James Shook, Esquire
Enforcement Division
Mass Media Bureau
Federal Communications Commission
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